

## GRANT AWARD AGREEMENT

### *Fiscal Year 2021 Class B Infrastructure Incentive Grant Program*

THIS AGREEMENT, made and entered into on the 25<sup>th</sup> day of June, 2024, by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG), an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and WESLEY UNITED METHODIST CHURCH OF LEXINGTON, KENTUCKY, INC., 1825 RUSSELL CAVE ROAD, LEXINGTON, KENTUCKY 40505 (hereinafter "Grantee" and "Property Owner").

### WITNESSETH:

WHEREAS, the Grantee is an association of documented fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of \$24,000.00 (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes analysis of stormwater control infrastructure at the following site location(s): 1825 RUSSELL CAVE ROAD, LEXINGTON, KENTUCKY 40505 currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further

agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) ~~The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals, etc. in a timely manner and prior to start of construction. (N/A to Feasibility Only Grants)~~
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
  - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
    - Conceptual design concept;
    - Detailed cost estimate for design;
    - Conceptual cost estimate for construction;
    - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
  - (b) ~~At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:~~
    - ~~• Set of all final design calculations;~~
    - ~~• Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;~~
    - ~~• Set of final specifications and bidding documents (if applicable);~~
    - ~~• Final detailed engineer's construction cost estimate including quantities;~~
    - ~~• All required permit submittals and approvals;~~
    - ~~• Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.~~(N/A to Feasibility Only Grants)
  - (c) ~~At the end of the Construction Phase, the following five deliverables shall be provided:~~
    - ~~• Summary of final construction costs and quantities;~~
    - ~~• Copies of all federal, state, and local permits obtained for the project;~~
    - ~~• Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;~~
    - ~~• Photo documentation of site conditions and improvements before, during, and after construction;~~
    - ~~• Signed Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant.~~(N/A to Feasibility Only Grants)
- (7) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expend-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, as of the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT

BY: Linda Gorton  
LINDA GORTON, MAYOR

ATTEST:

*Deputy*  
Mackenzie Sommer  
CLERK, URBAN COUNTY COUNCIL

GRANTEE ORGANIZATION AND PROPERTY OWNER: **WESLEY UNITED METHODIST CHURCH OF LEXINGTON, KENTUCKY, INC.**

1825 RUSSELL CAVE ROAD  
LEXINGTON, KENTUCKY 40505

BY: James Carter  
NAME: JAMES CARTER  
TITLE: Chairperson, Board of Trustees

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JAMES CARTER, Trustee Chair, as the duly authorized representative for and on behalf of Wesley United Methodist Church, on this the 6 day of May, 2021.

My commission expires: 4-9-25



Kim Flesher Jones  
NOTARY PUBLIC

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG) and**  
**Wesley United Methodist Church of Lexington, Kentucky, Inc.**

**GRANT PROGRAM**

**2021 Stormwater Quality Projects Incentive Grant Program  
Class B Infrastructure Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Feasibility Only Grant

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Wesley United Methodist Church of Lexington, Kentucky, Inc.  
1825 Russell Cave Road *JEC*  
Lexington, KY 40505  
KY Organization #0080707

**Primary Project Contact:** James E. Carter, WUMC Trustee Chairperson  
859-421-1799 (phone)  
jecarter.1799@gmail.com (email)

**Secondary Project Contact:** Jonna L. Carter  
859-421-3530 (phone)  
wesleyumc.cba@gmail.com (email)

**Project Manager:** Denise O'Meara  
Earthcycle Design, LLC  
859-229-3125 (phone)  
domeara@ecdsite.com (email)

**Project Site Location &  
Property Owner:** Wesley United Methodist Church of Lexington, Kentucky, Inc.  
1825 Russell Cave Road  
Lexington, KY 40505  
Parcel #10040560

**Design Professional Firm:** Earthcycle Design, LLC  
3168 Arrowhead Drive  
Lexington, KY 40503  
859-229-3125 (phone)  
Scott Southall, ASLA (Landscape Architect of Record)  
bsouthall@ecdsite.com (email)

**PROJECT PLAN ELEMENTS**

The goal of the Wesley United Methodist Church of Lexington, Kentucky, Inc. (WUMC) Feasibility Study is to incorporate more sustainable methods into their landscape and stormwater management. The study will help determine the best uses of the church property located at 1825 Russell Cave Road (see Figure 1 – Map of Project Area), and combine possible future land uses with demonstrable changes that will have a positive impact on both the local environment and in the community through education. Best Management Practices (BMPs) will be incorporated to reduce or eliminate flooding and potential runoff pollution while offering an educational component to the church's programming. The inclusion of walkways and interpretive signage through the natural areas of the site will offer the opportunity to engage users to participate in sustainable BMP demonstrations and workshops.

**Project Elements**

- A. **Feasibility Study:** To identify landscape and stormwater BMPs that will address both flooding and water quality issues at 1825 Russell Cave Road using criteria similar to the Sustainable SITES Initiative and other comprehensive rating systems for sustainable landscapes. The study

will provide the site's designers with several options for Best Management Practices, as well as recommendations for best placement and estimated construction and maintenance expenses.

B. Educational Outreach: The project also includes a study of the feasibility of potential educational outreach programs.

**1) *EVALUATE THE APPLICABILITY OF GENERAL STORMWATER BMPS AT SITE LOCATION***

**2) *FINAL FEASIBILITY REPORT***

The results of the Feasibility Study will be presented in a final report that will include:

- a) A list of BMPs that are determined to be effective and suitable for installation at the property listed on Page 1 under "Project Site Location & Property Owner." They will be prioritized for implementation according to input from project collaborators, at a minimum.
- b) A Stormwater BMP Master Plan of the WUMC Feasibility Study will show proposed BMP locations, the area draining to all proposed BMPs that will be treated, and the discharge locations.
- c) The estimated pollutant removal effectiveness of all BMPs.
- d) Letter certifying all BMPs proposed for design are viable and feasible for the specific site and application.
- e) Design and construction cost estimates.
- f) Special design and construction conditions such as necessary permits, etc.; and land acquisition costs.
- g) A summary of the educational outreach programs that were evaluated.

**REPORTING REQUIREMENTS**

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Grantor shall be provided a minimum of three (3) hard copies of the Final Feasibility Report along with one (1) digital copy.
- 2) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses.

**PERMANENT FACILITIES / INFRASTRUCTURE**

Does not apply to this grant. Attachment B is not required for this Agreement.

**EQUIPMENT**

Any equipment purchased with the Grant shall remain the property of the Organization.

**ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulation related to this project.

1. Applicant to notify the Royal Spring Aquifer / Wellhead Protection Committee prior to work being done on the property.

**GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions shall be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

**TABLE 1 – PRELIMINARY PROJECT SCHEDULE**

Activity	Anticipated Date
Grant Award Agreement (GAA) signed by WUMC	April 2021
Notice To Proceed	May 2021
Monthly meetings regarding the design process	June – October 2021
Feasibility Study process completed and reviewed by WUMC and LFUCG	October 2021
Project Closeout / Final Report Submitted to LFUCG	30 days post-completion

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components:

Feasibility Phase:	\$24,000.00	Total Grant Share (not-to-exceed)
	\$ 6,000.00	Estimated Cost Share
	<b>\$30,000.00</b>	<b>Est. Total Project Cost</b>

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share.

**The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: [http://www.bls.gov/oes/current/oes\\_ky.htm](http://www.bls.gov/oes/current/oes_ky.htm)).

**TABLE 2 - ELIGIBLE EXPENSES**

Line No.	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	<b>Grant Management</b>								
2	Professional Service	ECD	Grant Management	\$ 150.00 per hour	40	\$ 6,000.00	\$ -	\$ 6,000.00	
3	<b>Design</b>								
4	Professional Service	ECD / CDP	Base Map/ Supplemental Site Survey (survey crew)	\$ 175.00 per hour	20	\$	\$ 3,500.00	\$ 3,500.00	
5	Professional Service	ECD	Site Visit and Inventory	\$ 170.00 per hour	8	\$	\$ 1,360.00	\$ 1,360.00	
6	Professional Service	ECD	Site Analysis with Owner	\$ 165.00 per hour	12	\$	\$ 1,980.00	\$ 1,980.00	
7	Professional Service	ECD	Sustainable Site Design Criteria	\$ 165.00 per hour	8	\$	\$ 1,320.00	\$ 1,320.00	
8	Professional Service	ECD	Preliminary Feasibility BMP's selection	\$ 165.00 per hour	32	\$	\$ 5,280.00	\$ 5,280.00	
9	Professional Service	ECD	Review preliminary feasibility selection with Owner	\$ 165.00 per hour	8	\$	\$ 1,320.00	\$ 1,320.00	
10	Professional Service	ECD	Prepare Feasibility Plan and Study	\$ 165.00 per hour	40	\$	\$ 6,600.00	\$ 6,600.00	
11	Professional Service	ECD	Review feasibility plan and study with Owner	\$ 165.00 per hour	8	\$	\$ 1,320.00	\$ 1,320.00	
12	Professional Service	ECD	Final revisions and submit plan / study to Owner and LFUCG	\$ 165.00 per hour	8	\$	\$ 1,320.00	\$ 1,320.00	
13	<b>TOTAL PROJECT BUDGET:</b>						\$ 6,000.00	\$ 24,000.00	\$ 30,000.00
14							<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
15	<b>COST SHARE % =</b>						<b>20.00%</b>		
16	<b>MUSTBE&gt;20%</b>						<b>20.0%</b>	<b>80.0%</b>	
17	*Note: Organization share must be 20% of total costs.								

**FIGURE 1 – MAP OF PROJECT AREA (FROM GIS)**



*Note: The subject property is located within the Cane Run Watershed.*

Stormwater Quality Projects Incentive Grant Program



WESLEY UNITED METHODIST CHURCH OF LEXINGTON, KENTUCKY, INC.